

# DIVISION OF THELMA PARKER ESTATE SETTLED

## SMART CASE COMPROMISED; ALL PARTIES REACH FIRM AGREEMENT

(Continued from page one)

so it is estimated that until he reaches the age of 16 his net income will be not more than \$10,000 per annum.

Judge Whitney today appointed H. R. Macfarlane, Willard E. Brown and John Marcellino as appraisers of the estate.

### ANNOUNCEMENT OF COMPROMISE

The compromise agreement, a bulky document of 50 type-written pages, was finally prepared and agreed to by Mrs. Knight, H. G. Smart and respective counsel early last week, when it was submitted to Judge Perry, the child's temporary guardian. He perused it, gave it his stamp of approval and placed it in Circuit Judge Whitney's hands last Saturday morning.

It is a complicated affair, involving almost every phase of the innumerable contentions raised by either side and every contingency that might devolve upon the death of Mrs. Knight, H. G. Smart or Richard Smart.

## All in Readiness For Dropping Of Case Before Circuit Court

All was in readiness when the Smart case was called in Judge Whitney's court this morning, and without a hitch the various papers of withdrawals and legal notices were filed and approved. Attorneys for Mrs. Knight withdrew their objections to the third will, to Judge Whitney's qualifications to sit in the hearing, and to Judge Perry's appointment as guardian.

### THIRD WILL ADMITTED TO PROBATE.

Attorney Fred W. Milverton of Smart's counsel then presented the third will and asked that it be admitted to probate. The request was granted.

For the first time since the famous litigation began, H. G. Smart appeared in court. He was called to the witness stand, where he testified perfunctorily to the facts regarding his marriage, Mrs. Smart's death and the execution of the last will. He was not questioned by Mrs. Knight's counsel.

Judge W. B. Lymer and Attorney

Frank E. Thompson also took the stand, the former testifying to the execution of the much debated final will. Lymer, at that time a partner in the firm of Thompson, Wilder, Watson & Lymer, was visited at the firm's offices by Smart and Mrs. Smart. The couple were seeking Judge Wilder, but as he was not present Judge Lymer took the responsibility of executing the testament. He said Mrs. Smart had the paper in her possession at that time and that she handed it to him. He called in H. S. Ulrich, a young lawyer, and Miss E. C. Pratt, a stenographer, who together with himself witnessed the signing of the document by Mrs. Smart.

Thompson merely identified the signatures of Miss Pratt and Ulrich, both of whom are out of Honolulu.

Among the papers filed today were renunciations by A. W. Carter and Olaf V. Sorenson as joint executors under the last will. Mrs. Smart had named them, in conjunction with her husband, to serve as executors, but both withdrew in Smart's favor.

## Compromise Plan Once Before Was Near Completion, Then Abandoned

A few days after the third will was filed Judge Whitney appointed Judge Antonio Perry guardian ad litem of the child. Meantime the fight waged hotly at Kailua, in Judge Matthewman's court, where Mrs. Mary Ann Lemon was finally appointed custodian of the child, with Attorney D. L. Withington as guardian ad litem.

Attorney C. H. Olson, appearing in Judge Whitney's court as self-selected "next best friend of the minor," entered vigorous protest against the appointment of Judge Perry and asked that Judge Perry be removed and he, Olson, be appointed to that office. Judge Perry's name had been suggested to Judge Whitney by F. E. Thompson, counsel for Smart.

Charges and counter-charges then flowed in upon the court by the contending parties, in the form of affidavits and petitions. Attorney W. A. Kinney, former prominent local lawyer, now residing in Nova Scotia, had been engaged by Mrs. Knight and came on to Hawaii, stopping at San Francisco long enough to gather a formidable mass of sensational affidavits, making charges against the character and conduct of Smart. The unseemly conduct was alleged to have begun before Smart and his wealthy young wife left Honolulu for the mainland and Europe and to have continued during their residence at Paris and after their return to the United States, throughout Mrs. Smart's illness up to the day of her death at San Francisco.

In answer Smart also brought sensational charges against Mrs. Knight and her husband, to prove that she was unfit to have the care of the child. This phase of the controversy continued until about February 1, when the attorneys came together out of court in their first tentative attempt to patch up an amicable settlement. Affairs progressed several weeks and late that month seemed on a fair way to an agreement when they struck a snag over the guardianship of the minor. An effort was made to select a third party, a woman satisfactory both to Mrs. Knight and Smart, who should have the guardianship of custody until the boy reached the age of 16. But no third party satisfactory to all concerned could be found, and for a time negotiations were declared to be off. But they were resumed again more than a month ago and have moved forward slowly until the successful compromise was fixed upon a week ago.

The Star-Bulletin definitely forecast the compromise some time ago and yesterday again forecast today's developments.

## History of Smart Case in Brief And Summary of Big Legal Fight

Annie Thelma K. Parker was sole heir to the huge Parker estate, consisting chiefly of the big stock ranch at Waimaea, Hawaii, estimated to be worth at least \$3,000,000. A few months after her eighteenth birthday she was married to Henry Gaillard Smart, son of a Virginia clergyman, and who for several months had been employed as a clerk for the Trent Trust Company, in Honolulu.

The marriage took place at the Parker home on the ranch, July 25, 1912. Two children were born to the union, the first, Richard Smart, on May 21, 1913, at Honolulu and the second at Paris, France, on September 2, 1914. The second baby was a victim of tuberculosis and lived only 20 days. The mother's health had begun to fail shortly after the first child's birth and she did not long survive the second one, dying on November 17, 1914, at San Francisco.

Just prior to her marriage to Smart the Hawaiian heiress had placed her estate in a trust, of which Alfred Carter was named trustee, and under the terms of which the heiress received about \$2000 a month income and her mother \$1500 a month. At the same time she also made a will which largely favored her mother. She later made a second will, also strongly favoring her mother and her own relatives.

The remains of the heiress were brought from the Coast to Hawaii and buried in the family lot at Waimaea.

on the Big Island. Shortly thereafter, while the members of the family were assembled at the Parker home, the third and last will appeared, unexpectedly to Mrs. Knight, the heiress' mother, and her family.

Mrs. Knight at once employed counsel, the firms of Frear, Prosser & Anderson & Mark and Holmes, Stanley & Olson, and instituted the big fight for the custody of the remaining child and control of the estate. Filing a petition in Circuit Judge Matthewman's court at Kailua, for her own appointment as the child's guardian, Mrs. Knight made charges of a sensational nature against H. G. Smart, the father, alleging his unfitness to have the custody of the baby boy. "Cruel, inhuman, unfeeling and neglectful treatment," she described his actions prior to his wife's death and averred to this was due in large part the young heiress' death. She declared him an unnatural husband and father, whose sole idea was to gain possession of his wife's property; to have neglected his wife on her deathbed and to have paid undue attention to a nurse named in the documents as "Miss Hale."

This petition was filed January 8. Henry G. Smart arrived in Honolulu from Waimaea the following day and announced his intention to fight the case to a finish for the possession of the child. On January 13 the will was filed in the first circuit court at Honolulu.

## ATTORNEYS UNITE IN STATEMENT GIVING DETAILS OF COMPROMISE

(Continued from page one)

places in trust with the Trent Trust Company, Limited, one-fourth of the income left him by his late wife's will. This amount is primarily to be used for the support and maintenance of the child until he reaches the age of twenty years. In the will of Thelma Parker Smart, subject to certain specific bequests, the income and principal of the estate is given to Mr. Smart with a request to give two-thirds of the income to Richard after the latter arrives at his majority. This request Mr. Smart has stated by affidavit he regards as of a mandatory nature, although counsel for Mrs. Knight and Mr. Olson were doubtful as to such construction or its binding effect. By the compromise Mr. Smart has conveyed to the trustee mentioned for the benefit of the child two-thirds of the income from the time the child arrives at his majority until Mrs. Knight's death. He has also conveyed to the trustee for the benefit of the child two-thirds of the Parker Ranch property, the conveyance to take effect upon Mrs. Knight's death. Under the trust deed, too, if the child dies before it reaches the age when it could lawfully make a will, one-half of the ranch property will upon Mrs. Knight's death, go to her nominees, and the other half be retained by Mr. Smart unless the child Richard, dies leaving issue, in which event it will go to the issue.

and the remainder be retained by Mr. Smart.

PROCEEDINGS DISMISSED. Under the plan of compromise the administration proceedings instituted in this circuit by C. H. Olson as next friend of the child, and the proceedings instituted by Mrs. Knight for the probate of the second will, will both be dismissed. The guardianship proceedings commenced by Mrs. Knight in the third circuit before Judge Matthewman was dismissed by consent last Monday for lack of jurisdiction.

As a part of the compromise Mr. Alfred W. Carter, who is trustee of the Parker ranch property, under a deed of trust formerly executed by Thelma, grants to Mr. Smart, Mrs. Knight and the child Richard, the right at all times to reside at the house and place known as "Puupolu," on the Parker ranch and the right to ranch products free of charge for household use as heretofore.

The child Richard left for the coast on the Lurline last week in the care of Mrs. Lemon, who has been notified by wireless today of the conclusion of the compromise. The agreements or at least some of them, that go to make up the compromise, are long and complicated, but the foregoing states in substance the main points of the settlement. FREAR, PROSSER, ANDERSON & MARX. THOMPSON & MILVERTON.

## Third Will's Bequests Now Stand Good; Asked Provision For Son

The last Thelma Parker Smart will, known as the "third will," made specific bequests aggregating \$167,000. These bequests, under the compromise now reached, stand good. Of the total bequests, \$50,000 goes to Henry Gaillard Smart and \$25,000 to Frederick S. Knight, Mrs. Smart's stepfather. The will gave the entire residue of the big estate to Smart, virtually without condition, requesting, however, that he make due provision for his son, giving the latter two-thirds of the income and two-thirds of the estate when the trust terminated by the death of Mrs. Knight.

The bequests were as follows:

|   |          |
|---|----------|
| To my husband, Henry G. Smart   | \$50,000 |
| To my stepfather, Frederick S. Knight                                     | 25,000   |
| To my aunt, Harriet Dowsett, widow of my deceased uncle, James I. Dowsett | 5,000    |
| To my aunt, Martha Dowsett, wife of my uncle, A. C. Dowsett               | 5,000    |
| To my aunt, Annie Kirkaldy  | 5,000    |
| To my aunt, Marion Worthington  | 5,000    |
| To my aunt, Eva Woods   | 5,000    |
| To my aunt, Helen Widemann  | 5,000    |
| To my uncle, Ernest Parker  | 5,000    |
| To my uncle, James Parker   | 5,000    |
| To my brother-in-law, Richard Davis Smart, Jr.                            | 5,000    |
| To my brother-in-law, Wyatt Aiken Smart                                   | 5,000    |
| To my brother-in-law, Frank Pelzer Smart                                  | 5,000    |
| To my sister-in-law, Ella Aiken Smart                                     | 5,000    |
| To my cousin, Ilene Maguire, daughter of my deceased aunt, Mary Maguire   | 5,000    |

Charged with having entered the servants' quarters at the Mark Robinson, Samuel Walker, George R. Carter and other places in Nuuanu valley, taking valuable articles, including money, from Japanese and Chinese, J. Keopuhival was today arrested by Capt. of Detectives McDuffie. According to the police Keopuhival

has been on parole from the territorial prison.

Closed during the strike of 1913, the Tamaraack Mine, near Calumet, Mich., will be reopened, employing 500 men.

Joseph J. Johnson, chief post office inspector, was appointed superintendent of the railway mail service.

## Wisconsin Building a Storehouse of Interesting and Instructive Exhibits



THE Wisconsin building at the Panama-Pacific International Exposition, San Francisco, covers an area of over 6,000 square feet and stands distinctive among the state buildings. Maple and birch are used entirely in the interior work. The building, costing over \$20,000, will contain many interesting exhibits. The famous old eagle "Old Abe," which is one of the historic relics of the state, will be on exhibit in the building.

## SPECIAL SHIPPING REFRIGERATED MEAT IS NOT BARRED

The exportation of limited quantities of refrigerated meat from Australia to Hawaii is not barred by the commonwealth authorities, provided the product is consigned to the United States government and a guarantee is given that it will be used as food for the army or navy.

The Oceania liner Ventura, 12,600 tons, left port at 8 o'clock last night, sailed from Sydney, N. S. W., with more than 70 tons of beef and other refrigerated products for delivery at Honolulu.

The Ventura is reported bringing five cabin and two steerage passengers to the islands. It will land 15 sacks of mail and 650 tons of general cargo on arrival here early Thursday morning. The Oceania liners do not call at Pago Pago on the homeward voyage, which brings them into Honolulu 24 hours ahead of a former steaming schedule.

C. Brewer & Co. plan to despatch the Ventura to San Francisco at 5 o'clock Thursday evening. The vessel has accommodation for a number of cabin and steerage passengers. A large list has been booked at the local agency.

## VESSELS TO AND FROM THE ISLANDS (Special Wireless to Merchants' Exchange)

Tuesday, April 20, 1915.

BALBOA—Arrived, April 19, S. S. Mexico from Hilo, April 1.

Radiograms

S. S. VENTURA—Arrives from Sydney Thursday, 7 a. m., with five cabin and one second class and two steerage passengers; 15 sacks mail; 650 tons cargo; 70 tons beef. All well. Proceeds to San Francisco same day at 5 p. m.

S. S. NIAGARA—Arrives from Victoria Wednesday, 9 a. m., and proceeds to Sydney same day at 1 p. m. U. S. A. T. DIX—Arrives from Japan Wednesday morning.

Schooner Made Steamer Time.

Smashing all records made by sailing vessels between San Francisco and Tootosh during the past fifteen years, the American ship Santa Clara, Capt. Hasse, has just made the run in three days and 24 hours. The Santa Clara is one of the Alaska Packers' fleet and was bound from San Francisco for the cannery at Blaine. The vessel left here March 27 and passed in at Tootosh March 31. According to reports this is the fastest time since the days when many clipper ships made the run up the coast, and it is time which has not been equal in fifteen and perhaps twenty years.

Enterprise is at Hilo.

Loaded with more than 3,000 tons of general cargo before leaving San Francisco, the Matson Navigation steamer Enterprise is reported to have arrived at Hilo late Saturday night. The vessel was delayed some hours by heavy seas and strong gales. It will take a return shipment of sugar supplied from plantations on the island of Hawaii.

The bark R. P. Rithet omitted a call at Honolulu on its last voyage. The vessel was an arrival at Mahukona, Hawaii, yesterday morning, according to report brought by Purser Henry Sheldon in the steamer Kilauea. The Rithet is said to have carried a part cargo of merchandise and sundries. It will load a full shipment of sugar at the Hawaii port for delivery to coast refineries.

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## Night at the Panama-Pacific Exposition



ILLUSTRATION scene in the Court of Abundance at the Panama-Pacific International Exposition at San Francisco. An infinite wealth of richly carved detail marks the architecture of this beautiful court. The Fountain of Earth, which is the sculptured attraction in the center of the court, is most beautiful.

The following wireless message has been received from the Oceanic Steamship Company's steamer Ventura, bound from Sydney and way ports for Honolulu: 1206 miles from port at 8 p. m., April 19; 5 cabin, 1 second class and 2 steerage passengers for Honolulu; 15 sacks mail; 650 tons general cargo and 70 tons frozen beef for Honolulu. All well. Arrives Thursday, April 22, at 7 a. m.; departs for San Francisco on Thursday, April 22, at 5 p. m. Docks at Pier 10, foot of Fort street.

## HOTEL PLAZA

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ROBT. J. ROBINSON, Asst. Manager.

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Corner Alakea and Queen Streets  
Honolulu